

ROBERT S. SOLA

Oregon State Bar No. 84454

rssola@msn.com

Robert S. Sola, P.C.

8835 S.W. Canyon Lane, Suite 130

Portland, Oregon 97225

Telephone (503) 295-6880

Facsimile (503) 291-9172

Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

KELSEY BOWERS,

Civil No. .

Plaintiff,

COMPLAINT

v.

(Fair Credit Reporting Act)

**EXPERIAN INFORMATION SOLUTIONS,
INC.,** a foreign corporation, **EQUIFAX
INFORMATION SERVICES, LLC,** a foreign
corporation, **TRANS UNION LLC,** a foreign
corporation

Jury Trial Requested

Defendants.

1.

This court has jurisdiction under 15 U.S.C. §1681p.

2.

Plaintiff Kelsey Bowers (“plaintiff”) is a consumer as defined by the Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681a(c).

3.

Defendant Experian Information Solutions, Inc. (“Experian”) is a consumer reporting agency as defined by FCRA, 15 U.S.C. §1681a(f).

4.

Defendant Equifax Information Services, LLC (“Equifax”) is a consumer reporting agency as defined by FCRA, 15 U.S.C. §1681a(f).

5.

Defendant Trans Union LLC (“Trans Union”) is a consumer reporting agency as defined by FCRA, 15 U.S.C. §1681a(f).

6.

In 2006, plaintiff discovered that she was a victim of identity theft. That same year, she notified each defendant that she was a victim if identity theft. Each defendant continued to report false information resulting from the identity theft. Plaintiff also notified each defendant that she disputed false information being reported by each defendant. Each defendant continued to report false information.

FIRST CLAIM FOR RELIEF

(Negligent Noncompliance with FCRA)

7.

Plaintiff realleges and incorporates paragraphs 1 through 6.

8.

Experian negligently failed to comply with the requirements of FCRA.

9.

As a result of defendant’s failure to comply with the requirements of FCRA, plaintiff has suffered, and continues to suffer, actual damages, including economic loss, denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, emotional distress and interference with plaintiff’s normal and usual activities for which plaintiff seeks damages in an amount to be determined by the jury.

10.

Plaintiff requests attorney fees pursuant to 15 U.S.C. §1681o(a).

SECOND CLAIM FOR RELIEF

(Willful Noncompliance with FCRA)

11.

Plaintiff realleges and incorporates paragraphs 1 through 6.

12.

Experian willfully failed to comply with the requirements of FCRA.

13.

As a result of defendant's failure to comply with the requirements of FCRA, plaintiff has suffered, and continues to suffer, actual damages, including economic loss, denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, emotional distress and interference with plaintiff's normal and usual activities for which plaintiff seeks damages in an amount to be determined by the jury. Plaintiff also seeks punitive damages in an amount to be determined by the jury.

14.

Plaintiff requests attorney fees pursuant to 15 U.S.C. § 1681n(a).

THIRD CLAIM FOR RELIEF

(Negligent Noncompliance with FCRA)

15.

Plaintiff realleges and incorporates paragraphs 1 through 6.

16.

Equifax negligently failed to comply with the requirements of FCRA.

17.

As a result of defendant's failure to comply with the requirements of FCRA, plaintiff has

suffered, and continues to suffer, actual damages, including economic loss, denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, emotional distress and interference with plaintiff's normal and usual activities for which plaintiff seeks damages in an amount to be determined by the jury.

18.

Plaintiff requests attorney fees pursuant to 15 U.S.C. §1681o(a).

FOURTH CLAIM FOR RELIEF

(Willful Noncompliance with FCRA)

19.

Plaintiff realleges and incorporates paragraphs 1 through 6.

20.

Equifax willfully failed to comply with the requirements of FCRA.

21.

As a result of defendant's failure to comply with the requirements of FCRA, plaintiff has suffered, and continues to suffer, actual damages, including economic loss, denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, emotional distress and interference with plaintiff's normal and usual activities for which plaintiff seeks damages in an amount to be determined by the jury. Plaintiff also seeks punitive damages in an amount to be determined by the jury.

22.

Plaintiff requests attorney fees pursuant to 15 U.S.C. § 1681n(a).

FIFTH CLAIM FOR RELIEF

(Negligent Noncompliance with FCRA)

23.

Plaintiff realleges and incorporates paragraphs 1 through 6.

24.

Trans Union negligently failed to comply with the requirements of FCRA.

26.

As a result of defendant's failure to comply with the requirements of FCRA, plaintiff has suffered, and continues to suffer, actual damages, including economic loss, denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, emotional distress and interference with plaintiff's normal and usual activities for which plaintiff seeks damages in an amount to be determined by the jury.

27.

Plaintiff requests attorney fees pursuant to 15 U.S.C. §1681o(a).

SIXTH CLAIM FOR RELIEF

(Willful Noncompliance with FCRA)

28.

Plaintiff realleges and incorporates paragraphs 1 through 6.

29.

Trans Union willfully failed to comply with the requirements of FCRA.

30.

As a result of defendant's failure to comply with the requirements of FCRA, plaintiff has suffered, and continues to suffer, actual damages, including economic loss, denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, emotional distress and interference with plaintiff's normal and usual activities for which plaintiff seeks damages in an amount to be determined by the jury. Plaintiff also seeks punitive damages in an amount to be determined by the jury.

31.

Plaintiff requests attorney fees pursuant to 15 U.S.C. § 1681n(a).

Plaintiff requests a jury trial on all claims.

Prayer

WHEREFORE, plaintiff prays for judgment against defendant as follows:

On the First Claim for Relief:

1. Actual damages to be determined by the jury; and
2. Attorney fees.

On the Second Claim for Relief:

1. Actual damages to be determined by the jury;
2. Punitive damages to be determined by the jury; and
3. Attorney fees.

On the Third Claim for Relief:

1. Actual damages to be determined by the jury; and
2. Attorney fees.

On the Fourth Claim for Relief:

1. Actual damages to be determined by the jury;
2. Punitive damages to be determined by the jury; and
3. Attorney fees.

On the Fifth Claim for Relief:

1. Actual damages to be determined by the jury; and
2. Attorney fees.

On the Sixth Claim for Relief:

1. Actual damages to be determined by the jury;
2. Punitive damages to be determined by the jury; and
3. Attorney fees.

On All Claims for Relief:

1. Costs and expenses incurred in the action.

DATED this 9th day of December 2008.

Respectfully submitted,

Robert S. Sola, OSB# 84454

rssola@msn.com

(503) 295-6880

(503) 291-9172 (FAX)

Attorney for Plaintiff